

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 07-256**

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional engineering services related to the project listed and described below

:

**ENGINEERING SERVICES  
FOR  
HOLDREGE & 'O, L & B' OVERPASS ESTIMATES  
AND ALTERNATIVE ANALYSIS**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon, Wednesday, **August 29, 2007** in the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska, 68508. Proposals will be publicly opened, reading only the names of those submitting proposals, at the K Street Complex.

A copy of the request for proposal may be obtained from the Purchasing Division web site at: <http://www.ci.lincoln.ne.us/city/finance/purch/index.htm> under Bidding Opportunities and Awards.

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above.

# **INSTRUCTIONS TO PROPOSERS**

## **CITY OF LINCOLN, NEBRASKA**

### **PURCHASING DIVISION**

#### **1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

#### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

#### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

#### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

#### **5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

#### **6. ADDENDA**

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at [lincoln.ne.gov](http://lincoln.ne.gov) Keyword - Bid.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City's website.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

#### **7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

#### **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.

- 8.5 A committee will be assigned the task of reviewing the proposals received.
- 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **9. INDEMNIFICATION**

- 9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **10. LAWS**

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential

information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **11. AWARD**

- 11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

## **12. LIVING WAGE**

- 12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

**REQUEST FOR PROPOSALS**  
**SPECIFICATION NO. 07-256**  
**Holdrege & 'O, L & B' Overpass Estimates and Alternative Analysis**

**1. PURPOSE AND INTENT**

- 1.1 This proposal is divided into Phases
  - 1.1.1 After each Phase the contract could be considered completed or continued into the next Phase
- 1.2 The City intends to retain a professional engineering firm to provide engineering services for preparation of total project cost estimates and investigation of traffic patterns at the Holdrege Street Bridge over the "O, L & B" railroad tracks located near 17th Street, Phase 1.
- 1.3 Additional phases of the project such as preliminary or final design or construction phase services are dependent upon the estimates and funding sources.
  - 1.3.1 The City reserves the right to move forward into additional phases or shelf the project after this estimate phase.
  - 1.3.2 The City reserves the right to contract for additional services with another firm or utilize its own forces for future phases.
- 1.4 It is the intent to select a firm based on qualifications, recommended approach, and practical applications which best accomplishes the objectives while incorporating innovative and cost effective methods.
- 1.5 The City will rely on the firm to remain on schedule for all services rendered so as to meet the project schedule as specified.
- 1.6 All reports, information, data, etc prepared, assembled, or reviewed by the firm are confidential and the firm agrees that they shall not be made available to any individual or organization without prior written approval of the City.
- 1.7 The City reserves the right to use information obtained as it deems in the best interest of the City.

**2. DESCRIPTION**

- 2.1 During Phase 1, the firm will investigate and prepare total project cost estimates for removal and replacement of the existing overpass and also prepare total project cost estimates for possible alternatives if the bridge is removed and not replaced and modifications are made to area streets and traffic patterns.
- 2.2 As part of Phase 1 the firm selected will analyze traffic patterns in the vicinity to determine area roadway modifications if the bridge was removed but not replaced.

**3. AVAILABLE INFORMATION**

- 3.1 Any currently available landbase, public utility, contours and aerial photographic information in Microstation format.
- 3.2 Information is available for review at the offices of Engineering Services located at 531 Westgate Blvd., Lincoln, Nebraska 68528.
  - 3.2.1 During review the City will not answer and questions concerning this project
  - 3.2.2 All questions must be submitted in writing to the Purchasing Agent at the address listed herein.

**4. REQUIRED SERVICES**

- 4.1 During Phase 1 the firm(s) selected shall provide normal and customary professional engineering services for preparation of cost estimates and traffic analysis which may include but not be limited to:
  - 4.1.1 Project Management
  - 4.1.2 Conceptual Design
  - 4.1.3 Traffic Analysis
  - 4.1.4 Preparation of Total Project Costs
  - 4.1.5 Recommendation of Project Alternative
  - 4.1.6 Preparation of Construction Cost Estimate in Aurigo
- 4.2 Other tasks for which the firm(s) will be responsible may include, but not be limited to:
  - 4.2.1 Meetings will be held with the Project Team at appropriate times to discuss progress and issues.
  - 4.2.2 Assemble conceptual drawings, estimates and a memorandum of recommendation.
- 4.3 All of the above shall be in conformance with City, State and Federal and Railroad requirements

**5. TENTATIVE PROJECT SCHEDULE**

5.1	Open RFPs	August 29, 2007
5.2	Review of RFP (Short List):	September 6, 2007
5.3	Notification for Interviews:	September 7, 2007
5.4	Interviews:	September 13 2007
5.5	Negotiate Scope of Work and Fee Schedule:	September 20, 2007
		October 1, 2007
5.6	Contract Signed by Firm:	October 8, 2007
5.7	Anticipated Notice to Proceed:	November 5, 2007
5.8	Final Project Report, Phase 1	February 22, 2008

**6. ADDITIONAL PHASES AND OTHER SERVICES**

- 6.1 Based on the firm's performance and cost estimates and at the discretion of the City, the additional Phase services such as preliminary and final design and construction related services may be requested by the City
- 6.2 The City reserves the right to contract for additional services with another firm or utilize its own forces.

**7. CITY'S RESPONSIBILITIES**

- 7.1 Designate City Project Team to coordinate work activities of affected parties.
- 7.2 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 7.3 Make known pertinent existing drawings, records, and available information.
- 7.4 Assist in coordinating, arranging, and conducting meetings with representatives of affected agencies as required for completing the work.

**8. PROPOSAL CONTENTS**

- 8.1 Describe and outline the Firm's approach to performing the work required by this project.
- 8.2 Outline of the Proposed Project Schedule
- 8.3 Delineate the Project Team and Organization.
  - 8.3.1 Include names of key individual(s) to be assigned to, and work directly with City
  - 8.3.2 Describe specific areas and limits of responsibilities for each of the team members
  - 8.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement.
  - 8.3.4 Include resumes for key individuals
- 8.4 Describe the Ability of the Firm to Meet the Intent of Required Services outlined in this RFP, including:
  - 8.4.1 Firm's approach including methodology to cost estimating and Firm's history of accuracy of cost estimates for similar projects
  - 8.4.2 Time availability of Key Individual(s)
  - 8.4.3 Qualifications and Expertise of Key individual(s) for this type of work
    - 8.4.3.1 Railroad Experience
    - 8.4.3.2 Bridge Experience
    - 8.4.3.3 Traffic Analysis Experience
  - 8.4.4 Listing of types of anticipated assistance that may be required from the City Project Team or other City agencies
  - 8.4.5 Listing of any and all concerns for the firm, individual, other firms, city, or others.
  - 8.4.6 List four contacts of former clients (to include contact person, title, and telephone number) for which key individual(s) was engaged within the past three (3) years
  - 8.4.7 Fee Schedule will only be requested from the firm's receiving a personal interview.
- 8.5 The proposal shall include qualifications and expertise of key individuals necessary to complete any or all potential phases of the project, including but not limited to disciplines of Project Management, Traffic Engineering, Transportation Engineering, Bridge Design, Public Relations, Utility Design, and Construction Management.
- 8.6 Describe the Ability and Approach of the Firm in regards to all project phases as identified below.
  - 8.6.1 Phase I: Cost Estimates and Traffic Analysis
  - 8.6.2 Phase II: Preliminary and Final Design
  - 8.6.3 Phase III: Construction Phase Services

**9. PROPOSAL FORMAT**

- 9.1 Proposals shall be plain white paper, black ink, twelve (12) single sided pages, stapled in the upper left corner.
  - 9.1.1 This does not include cover letter and resumes
- 9.2 The following is a list of attachments which are not part of the twelve (12) page limit:
  - 9.2.1 1 to 2 page summary description of the firm's history, structure, size and philosophy.
  - 9.2.2 A summary resume/dossier of the key staff to be assigned to the project
  - 9.2.3 1 page list of four contacts of former clients (to include contact person, title, and telephone number) for which key individual(s) was engaged within the past three (3) years

**10. PROPOSAL EVALUATION CRITERIA**

- 10.1 Qualifications and expertise of the key personnel to be assigned to this project
- 10.2 Understanding of the requirements of this project.
- 10.3 Relevance and suitability of the project approach and schedule to meet the needs of the City.
- 10.4 Record of past performance on similar projects
- 10.5 Comments and opinions provided by references.
- 10.6 Background experience of the firm as it directly relates to this project
- 10.7 Resources of the firm to conduct and complete this work in a satisfactory manner:
  - 10.7.1 Factors to be considered include: current work load (including current work with the City), proposed schedule for completion of Phase I, history of past estimating, and ability and willingness to commit the key personnel
- 10.8 Clarity, conciseness, and organization of proposal.
- 10.9 Proposals will be reviewed, evaluated and ranked (e.g.: 1, 2, 3) in accordance with the City's selection process and procedure.

**11. SUBMITTAL PROCEDURES**

- 11.1 Submit six (6) copies of your proposal to the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8 Street, Lincoln, Nebraska, 68508 no later than the date stated in the Notice for Request for Proposals.

**12. CONTACTS**

- 12.1 Contact regarding the development of a proposal shall be made in writing only, with Vince Mejer, Purchasing Agent, 440 So. 8th St., Lincoln, NE 68508 or [vmejer@lincoln.ne.gov](mailto:vmejer@lincoln.ne.gov) or fax to 402-441-6513.
  - 12.1.1 **If the consultant does not follow this procedure, the submitted proposal may be disqualified.**
- 12.2 Any addenda answering questions or providing clarifications will be prepared by the Purchasing Department and be available on the City of Lincoln's website at [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **bids**
- 12.3 Verbal responses and/or representations shall not be binding to the City.

**13. PROCESS**

- 13.1 The City will rank the proposals based on the criteria outlined in the RFP and determine a short list.
- 13.2 The firms selected for oral presentations will be notified and will be asked to prepare a fee schedule
- 13.3 The fee schedule may be used in case of a tie in the ranking of the top firm after the oral presentations.
- 13.4 If the city is unable to arrive at a mutual agreement with the top ranked firm, the city retains the sole right to move on to negotiations with the second (then, third, etc.) ranked firm.

**14. INSURANCE**

- 14.1 The successful firm shall obtain all insurance required and approved by the City Attorney for the City of Lincoln. Standard Certificate of Insurance requirements can be found on the City website at: [http://www.lincoln.ne.gov/city/finance/purch/ci\\_insur.pdf](http://www.lincoln.ne.gov/city/finance/purch/ci_insur.pdf)